

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

FILED  
ENTERED  
LOGGED  
RECEIVED

SEP 25 2014

Joseph Brown (*Sui Juris*)

Plaintiff

AT BALTIMORE  
CLERK, U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

Vs.

Case No. 1:14-CV-02442-WDQ

Defendants

GOVERNOR MARTIN O'MALLEY, et. al.

**SEVERALLY AND INDIVIDUALLY**

In Admiralty

## Affidavit of Truth

*I am before this Court by Special appearance without waiving Any Rights, Remedies or Defenses STATUTORY or Procedural. Pursuant to FRCP 12 (f) and 56 (c)*

In Response to DOUG F. GANSLER and PHILLIP M. PICKUS's motion to dismiss and five (5) pages of "Nonsensical, Redundant, Immaterial, Impertinent, Scandalous Ramblings" (Not signed or dated on the 5<sup>th</sup> page, [postmarked September 18, 2014]), titled, memorandum in support of state defendants' motion to dismiss. DOUG and PHILLIP M. PICKUS's response is Incomplete at best if you want to call it a response.

**Fact 1.** I Object! DOUG F. GANSLER and PHILLIP M. PICKUS's motion to dismiss and five (5) pages of "Nonsensical, Redundant, Immaterial, Impertinent, Scandalous Ramblings" (Not signed or dated [postmarked September 18, 2014]), titled, memorandum in support of state defendants' motion to dismiss do Not Qualify as "Admissible Evidence", as the material cited therein to support the Defendants' Motion and dispute My Claim cannot be Presented in a form that would be admissible in evidence, as there is No Affidavit or Declaration to support either. See,

FRCP 12 (f) MOTION TO STRIKE:

The court may strike from a pleading an insufficient defense or any redundant, immaterial, impertinent, or scandalous matter. The court may act:

- (1) on its own; or
- (2) on motion made by a party either before responding to the pleading or, if a response is not allowed, within 21 days after being served with the pleading.

FRCP 56 (c) PROCEDURES:

*(1) Supporting Factual Positions. A party asserting that a fact cannot be or is genuinely disputed must support the assertion by:*

*(A) citing to particular parts of materials in the record, including depositions, documents, electronically stored information, affidavits or declarations, stipulations (including those made for purposes of the motion only), admissions, interrogatory answers, or other materials; or*

*(B) showing that the materials cited do not establish the absence or presence of a genuine dispute, or that an adverse party cannot produce admissible evidence to support the fact.*

(2) Objection That a Fact Is Not Supported by Admissible Evidence. A party may object that the material cited to support or dispute a fact cannot be presented in a form that would be admissible in evidence.

(3) Materials Not Cited. The court need consider only the cited materials, but it may consider other materials in the record.

(4) Affidavits or Declarations. An affidavit or declaration used to support or oppose a motion must be made on personal knowledge, set out facts that would be admissible in evidence, and show that the affiant or declarant is competent to testify on the matters stated.

**Fact 2.** ATTORNEY GENERAL DOUG F. GANSLER and PHILLIP M. PICKUS obviously never read *Trinsey vs. Pagliaro*, D.C.Pa. 1964, 229 F. Supp. 647, "Statements of counsel in brief are not sufficient for summary Judgment... An attorney for the plaintiff cannot admit evidence into the court. He is either an attorney or a witness." Now it's okay if DOUG is just speaking on HIS own behalf, in which case it still would not be considered as Evidence because there is No Affidavit or Declaration to support either document, Nor did HE bother to sign it Under Penalty of Perjury or sign it at all for that matter.

**Fact 3.** You want evidence, attached is copy of the COMPLAINT (page 1) produced by TFC WOODWARD as well as DEFENDANTS, OFFICER NICHOLAS HYNES, CADET DARRELL LONDON and OFFICER MARCUS D. SANDERS. NONE of these PERSONS are the Owner of the STATE OF MARYLAND, nor are THEY Injured Parties, therefore the cases are Void Of Corpus Delicti. THEY are mere EMPLOYEES, who are Not Authorized to Complain on Behalf of the STATE OF MARYLAND. This is the process in which YOU All sucker the Ignorant into thinking that They have done something wrong so YOU All can play Dress Up & Make Believe To Make A Profit! TFC WOODWARD, OFFICER NICHOLAS HYNES, CADET DARRELL LONDON and OFFICER MARCUS D. SANDERS never mark the box labeled "COMMON LAW OF MD." Or "PUB. LOCAL LAW" on Forms DC/CR 2 or 4, therefore No Law has been Violated. I have stated this already in YOUR DeFacto COURTS Via My Affidavits. Also, attached is a copy of the magazine "POST", dated September 12, 1964 and on page 10 is an interesting article written by Sen. Everett McKinley Dirksen, which states the United States Supreme Courts' Opinion on legislatures establish by the STATE OF MARYLAND...STATUTES, CODES, etc, are Null & Void as I have stated numerous times before.

**Fact 4.** The Non Rebutted Affidavits that I filed in the STATE OF MARYLAND's DeFacto COURTS are also Prima Facie Evidence, as well as the Video, Audio and Transcripts of My encounters with the STATE OF MARYLAND's DeFacto COURTS are also Prima Facie Evidence . Where are the Video, Audio and Transcripts of My encounters with the STATE OF MARYLAND's DeFacto COURTS... YOU want Facts, produce the Video, Audio and Transcripts of My encounters with the STATE OF MARYLAND's DeFacto COURTS and I'll show YOU Facts.

**Fact 5.** We have already been through the whole "Prosecutorial Immunity & Absolute Immunity", and if SENATOR MIKE CRAPO, CONGRESSMAN JESSE JACKSON JR., UNITED STATES HOUSE REPRESENTATIVE RICK RENZI, UNITED STATES HOUSE REPRESENTATIVE TREY RADEL, US DISTRICT COURT JUDGE SAMUEL B. KENT, US FEDERAL COURT JUDGE THOMAS PORTEOUS and a whole host of others, don't have Immunity then that's Nonsense. Silly Rabbit, Nemo Dat Quod Non Habet (*Jerome vs. Bentley & Co. [1952]*)! Obviously YOU All are Illiterate, as the MD Constitution Declaration of Rights Article 6 clearly state, "That all **PERSONS** invested with the Legislative or Executive powers of Government are the Trustees of the Public, and, as such, accountable for their conduct...". EVERYONE listed in this Affidavit is in some form a "Trustee of the Public, invested with Legislative or Executive powers of Government, and, as such, accountable for their conduct!" SLAVERS and THEIR HENCHMEN have No Immunity in the United States! "Principle that individual state officials should not be immune from lawsuit for constitutional violations is bound up with the basic tenet, expressed in the remedies provisions of the Declaration of Rights, that plaintiff injured by unconstitutional state action should have remedy to redress the wrong." *Ashton vs. Brown*,

1995, 660 A.2d 447, 339 Md.70. "When a state officer acts under a state law in a manner violative of the Federal Constitution, he comes into conflict with the superior authority of that Constitution, and he is in that case stripped of official or representative character and is subjected in his **person** to the consequences of his individual conduct. The State has no power to impart to him any immunity from responsibility to the supreme authority of the United States." *Scheuer vs. Rhodes*, 416 U.S. 232, 94 S.Ct. 1683, 1687(1974); "Qualified immunity defense fails if public officer violates clearly established right because a reasonably competent official should know the law governing his conduct." *Jones vs Counce*, 7, F.3d 1359, (8<sup>th</sup> Cir.1993). "Eleventh Amendment does not protect state officials from claims for prospective relief when it is alleged that state officials acted in violation of federal law." *Warnock v. Pecos County, Texas*, 88 F3d 341 (5th Cir. 1996). "If a magistrate has not such jurisdiction, then he and those who advise and act with him, or execute his process, are trespassers." *Von Kettler et. al. vs. Johnson*, 5 III. 109 (1870). "No man in this country is so high that he is above the law. No officer of the law may set that law at defiance, with impunity. All the officers of the government, from the highest to the lowest, are creatures of the law are bound to obey it." *U.S. v. Lee*, 106 U.S. 196, 220 1 S. Ct. 240, 261, 27 L. Ed 171 (1882), see Vol. 46 Am. Jur. 2d Judges §61, 67, 68, 70-74, 77, 79. "Officers of the court have no immunity when violating a Constitutional right, from liability for they are deemed to know the law." *Owens v Independence* 100 S.C.T. 1398. "When a judge knows that he lacks jurisdiction, or acts in the face of clearly valid statutes expressly depriving him of jurisdiction, judicial immunity is lost." *Rankin v. Howard*, (1980) 633 F.2d 844, cert den. *Zeller v. Rankin*, 101 S.Ct. 2020, 451 U.S. 939, 68 L.Ed 2d 326. "Some Defendants urge that any act "of a judicial nature" entitles the Judge to absolute judicial immunity. But in a jurisdictional vacuum, (that is, absence of all jurisdiction) the second prong necessary to absolute judicial immunity is missing." *Stump v. Sparkman*, id., 435 U.S. 349. "A judge must be acting within his jurisdiction as to subject matter and person, to be entitled to immunity from civil action for his acts." *Davis v. Burris*, 51 Ariz. 220, 75 P.2d 689 (1938). "Generally, judges are immune from suit for judicial acts within or in excess of their jurisdiction even if those acts have been done maliciously or corruptly; the only exception being for acts done in the clear absence of all jurisdiction." *Gregory v. Thompson*, 500 F2d 59 (C.A. Ariz. 1974). "When a judicial officer acts entirely without jurisdiction or without compliance with jurisdiction requisites he may be held civilly liable for abuse of process even though his act involved a decision made in good faith, that he had jurisdiction." *State use of Little v. U.S. Fidelity & Guaranty Co.*, 217 Miss. 576, 64 So. 2d 697. "A judge must be acting within his jurisdiction as to subject matter and person, to be entitled to immunity from civil action for his acts." *Davis v. Burris*, 51 Ariz. 220, 75 P.2d 689 (1938); "No judicial process, whatever form it may assume, can have any lawful authority outside of the limits of the jurisdiction of the court or judge by whom it is issued; and an attempt to enforce it beyond these boundaries is nothing less than lawless violence." *Ableman v. Booth*, 21 Howard 506 (1859); "The courts are not bound by an officer's interpretation of the law under which he presumes to act." *Hoffsomer v. Hayes*, 92 Okla 32, 227 F 417. "Acts in excess of judicial authority constitutes misconduct, particularly where a judge deliberately disregards the requirements of fairness and due process." *Gonzalez v. Commission on Judicial Performance*, (1983) 33 Cal. 3d 359, 371, 374. "Acts in excess of judicial authority constitutes misconduct, particularly where a judge deliberately disregards the requirements of fairness and due process." *Canon v. Commission on Judicial Qualifications*, (1975) 14 Cal. 3d 678, 694. "When a judge acts where he or she does not have jurisdiction to act, **the judge is engaged in an act or acts of treason.**" *US v Will*, 449 US 200,216, 101 S Ct, 471, 66 LEd2nd 392, 406 (1980) *Cohens V Virginia*, 19 US (6 Wheat) 264, 404, 5LEd 257 (1821) "If a judge does not fully comply with the Constitution then his orders are void." *In Re Sawyer*, 124 U.S. 200 (1888). "**Administrative agencies are not inferior tribunals in relation to the circuit courts; they are independent units of the executive branch of state government.**" *State vs. Maryland State Bd. of Contract Appeals*, 364 Md. 446, 773 A.2d 504 (2001).

**Fact 6.** Once again DOUG, as we can see from YOUR Ramblings, YOU Encourage the DeFacto JUDGES, STATE'S ATTORNEY (and assistant pimps), POLICE, etc. to make/entertain Presentments on behalf of the STATE OF MARYLAND (testify for IT), when None of THEM own the STATE OF

MARYLAND (or are even employed by IT), For the Court to have Jurisdiction, both (Real) Parties In Interest that have Standing, have to be Present. The COURTS of Maryland are an "Improper Venue" and have Failed to address this *Sua Sponte* as this a threshold issue according United States Constitution Article 3 § 2, see:

**FEDERAL RULES OF EVIDENCE RULE 601. COMPETENCY TO TESTIFY IN GENERAL:**

*"Every person is competent to be a witness unless these rules provide otherwise. But in a civil case, state law governs the witness's competency regarding a claim or defense for which state law supplies the rule of decision."*

**UCC § 2-201. FORMAL REQUIREMENTS; STATUTE OF FRAUDS:**

*(1) Except as otherwise provided in this section a contract for the sale of goods for the price of \$500 or MORE is not enforceable by way of action or defense unless there is some writing sufficient to indicate that a contract for sale has been made between the parties and signed by the party against whom enforcement is sought or by his authorized agent or BROKER. A writing is not insufficient because it omits or incorrectly states a term agreed upon but the contract is not enforceable under this paragraph beyond the quantity of goods shown in such writing.*

*(2) Between merchants if within a reasonable time a writing in confirmation of the contract and sufficient against the sender is received and the party receiving it has reason to know its contents, it satisfies the requirements of subsection (1) against such party unless written notice of objection to its contents is given within 10 days after it is received.*

*(3) A contract which does not satisfy the requirements of subsection (1) but which is valid in other respects is enforceable*

*(a) if the goods are to be specially manufactured for the buyer and are not suitable for sale to others in the ordinary course of the seller's BUSINESS and the seller, before notice of repudiation is received and under circumstances which reasonably indicate that the goods are for the buyer, has made either a substantial beginning of their manufacture or commitments for their procurement; or*

*(b) if the party against whom enforcement is sought admits in his pleading, testimony or otherwise in court that a contract for sale was made, but the contract is not enforceable under this provision beyond the quantity of goods admitted; or*

*(c) with respect to goods for which PAYMENT has been made and accepted or which have been received and accepted (Sec. 2-606).*

**UCC § 3-501. PRESENTMENT:**

*(a) "Presentment" means a demand made by or on behalf of a person entitled to enforce an instrument (i) to pay the instrument made to the drawee or a party obliged to pay the instrument or, in the case of a note or accepted draft payable at a bank, to the bank, or (ii) to accept a draft made to the drawee.*

*(b) The following rules are subject to Article 4, agreement of the parties, and clearing-house rules and the like:*

*(1) Presentment may be made at the place of payment of the instrument and must be made at the place of payment if the instrument is payable at a bank in the United States; may be made by any commercially reasonable means, including an oral, written, or electronic communication; is effective when the demand for payment or acceptance is received by the person to whom presentment is made; and is effective if made to any one of two or more makers, acceptors, drawees, or other payors.*

*(2) Upon demand of the person to whom presentment is made, the person making presentment must (i) exhibit the instrument, (ii) give reasonable identification and, if presentment is made on behalf of another person, reasonable evidence of authority to do so, and (iii) sign a receipt on the instrument for any payment made or surrender the instrument if full payment is made.*

*(3) Without dishonoring the instrument, the party to whom presentment is made may (i) return the instrument for lack of a necessary indorsement, or (ii) refuse payment or acceptance for failure of the*

*presentment to comply with the terms of the instrument, an agreement of the parties, or other applicable law or rule.*

*(4) The party to whom presentment is made may treat presentment as occurring on the next business day after the day of presentment if the party to whom presentment is made has established a cut-off hour not earlier than 2 p.m. for the receipt and processing of instruments presented for payment or acceptance and presentment is made after the cut-off hour.*

**UCC § 3-502. DISHONOR:**

*(a) Dishonor of a note is governed by the following rules:*

*(1) If the note is payable on demand, the note is dishonored if presentment is duly made to the maker and the note is not paid on the day of presentment.*

*(2) If the note is not payable on demand and is payable at or through a bank or the terms of the note require presentment, the note is dishonored if presentment is duly made and the note is not paid on the day it becomes payable or the day of presentment, whichever is later.*

*(3) If the note is not payable on demand and paragraph (2) does not apply, the note is dishonored if it is not paid on the day it becomes payable.*

*(b) Dishonor of an unaccepted draft other than a documentary draft is governed by the following rules:*

*(1) If a check is duly presented for payment to the payor bank otherwise than for immediate payment over the counter, the check is dishonored if the payor bank makes timely return of the check or sends timely notice of dishonor or nonpayment under Section 4-301 or 4-302, or becomes accountable for the amount of the check under Section 4-302.*

*(2) If a draft is payable on demand and paragraph (1) does not apply, the draft is dishonored if presentment for payment is duly made to the drawee and the draft is not paid on the day of presentment.*

*(3) If a draft is payable on a date stated in the draft, the draft is dishonored if (i) presentment for payment is duly made to the drawee and payment is not made on the day the draft becomes payable or the day of presentment, whichever is later, or (ii) presentment for acceptance is duly made before the day the draft becomes payable and the draft is not accepted on the day of presentment.*

*(4) If a draft is payable on elapse of a period of time after sight or acceptance, the draft is dishonored if presentment for acceptance is duly made and the draft is not accepted on the day of presentment.*

*(c) Dishonor of an unaccepted documentary draft occurs according to the rules stated in subsection (b)(2), (3), and (4), except that payment or acceptance may be delayed without dishonor until no later than the close of the third business day of the drawee following the day on which payment or acceptance is required by those paragraphs.*

*(d) Dishonor of an accepted draft is governed by the following rules:*

*(1) If the draft is payable on demand, the draft is dishonored if presentment for payment is duly made to the acceptor and the draft is not paid on the day of presentment.*

*(2) If the draft is not payable on demand, the draft is dishonored if presentment for payment is duly made to the acceptor and payment is not made on the day it becomes payable or the day of presentment, whichever is later.*

*(e) In any case in which presentment is otherwise required for dishonor under this section and presentment is excused under Section 3-504, dishonor occurs without presentment if the instrument is not duly accepted or paid.*

*(f) If a draft is dishonored because timely acceptance of the draft was not made and the person entitled to demand acceptance consents to a late acceptance, from the time of acceptance the draft is treated as never having been dishonored.*

**Fact 7.** With that being said, the Court Must Strike DOUG F. GANSLER and PHILLIP M. PICKUS's motion to dismiss complaint and five (5) pages of "Nonsensical, Redundant, Immaterial, Impertinent, Scandalous Ramblings" (Not signed or dated on the 5<sup>th</sup> page, [postmarked September 18, 2014]), titled, memorandum in support of state defendants' motion to dismiss complaint, as DOUG and PHILLIP M.

PICKUS's "facts" Are Not Supported by Admissible Evidence.

## OPPORTUNITY TO CURE

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The Defendants have **10 calendar days** to Cure THEIR Dishonor by the following:

1. Dismiss Any and All Claims against **JOSEPH BROWN**, with Prejudice, meaning, VOID/VACATE/TERMINATE the Entire "CRIMINAL HISTORY" concerning **JOSEPH BROWN** Return My Flesh & Blood Children, ALL property Ever taken from Me and pay the Plaintiff reward and restitution in the amount of \$250,000.00 (two hundred fifty thousand US Dollars) that will Replace the Anguish arising out of THEIR Coercive Acts of Fraudulent joinder to extinguish protected Unalienable Rights. OR,

2. Pay all damages as indicated by the counterclaim contained herein with Real Money, Surrender any and all Public Hazard Bonds, other Bonds, Insurance Policies, CAFR Funds, 801 K Funds, personal properties, land, real estate, etc. as needed to satisfy counterclaim herein. OR,

3. Prove YOUR claims against Me, and disprove My Claims, by providing me with LAWFULLY Documented Evidence that is Certified by the United States Attorney General, in his unlimited commercial liability, while Under Oath, On and For the official Record, under penalties of the Law including Perjury.

## Notice Of Default

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*Pursuant to FRCP RULE 13. COUNTERCLAIM AND CROSSCLAIM, UCC § 1-201§ 8-102 & 10 and FRCP RULE 55 DEFAULT; DEFAULT JUDGMENT*

*(a) ENTERING A DEFAULT. When a party against whom a judgment for affirmative relief is sought has failed to plead or otherwise defend, and that failure is shown by affidavit or otherwise, the clerk must enter the party's default.*

*(b) ENTERING A DEFAULT JUDGMENT.*

*(1) By the Clerk. If the plaintiff's claim is for a sum certain or a sum that can be made certain by computation, the clerk—on the plaintiff's request, with an affidavit showing the amount due—must enter judgment for that amount and costs against a defendant who has been defaulted for not appearing and who is neither a minor nor an incompetent person.*

I have a Proprietary, Property and Possessory Right [UCC § 1- 201 (b)(2)(32)(33)(34)(35)] to the Proceeds from the sale of the Securities because I am an Undisclosed Third-Party to an Investment Contract Under the Statutes Of Fraud that I have Not subscribed to or Memorialized..

That means that FELICIA C. CANNON, CLERK's hands are tied and in ten (10) days when I Motion For Default Judgment SHE will have No other choice than to sign and enter Default in regards to My Counterclaim as indicated below.

Once again I do Not want Anything that I am Not Entitled to. I Compel the DEFENDANTS to submit/enter into the Record Lawfully Documented Evidence to the Contrary by way of Affidavit signed Under Penalty of Perjury.

**All of the DEFENDANTS are hereby Notified: All 25 DEFENDANTS are in Default!**

See, Vol. 56 Am. Jur. 2d Motions, Rules and Orders §1-4. Maxims of Commercial Law, "4. Truth is expressed in the form of an Affidavit. (Lev. 5:4-5, Lev. 6:3-5, Lev. 19:11-13, Num. 30:2, Matt. 5:33, James 5:12.) 6. An un rebutted affidavit stands as truth in commerce. (1Pet. 1:25, Heb. 6:13-15.) 7. An un rebutted affidavit becomes a judgment in commerce. (Heb. 6:16-17.) 8. He who leaves the field of battle first (does not respond to Affidavit) loses by default. (Matt. 10:22.)", "Non Rebutted Affidavits are 'Prima Facie Evidence in the Case'." United States vs. Kis, 658 F.2d, 526, 536-537(7<sup>th</sup> Cir. 1981), "Silence can only be equated with fraud where there is a legal or moral duty to speak, or where an inquiry left unanswered would be misleading...We cannot condone this shocking behavior...This sort of deception will not be tolerated and if this is routine it should be corrected immediately." US vs. Tweel, 550 F.2d 297, 299, "Suppression of material fact which a party is bound in good faith to disclose is equivalent to a false representation." Leigh vs. Loyd, 244 P.2d 356, 74 Ariz. 84-(1952).

If YOU look, YOU will see that I have taken the time to Negotiate for All of YOU, as the value stated in Opportunity to Cure continually decreases. However, I am Perfectly content with a Default Judgment." I suggest that YOU All take this time to Cure YOUR Dishonor and Negotiate with Me on this one, as it would Benefit All parties involved. YOU could actually "kill two birds with one stone", wink, wink and avoid this "pickle" of situation in the future on a grand scale. Look at the Big Picture!

**Once Again! All of the DEFENDANTS are hereby Notified: All 25 DEFENDANTS are in Default!**

## Counterclaim

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The following damages have been assessed against YOU should you fail to meet the requirements as provided in the opportunity to meet the requirements as provided in the opportunity to cure contained herein:

1. Failure to state a Claim upon which Relief can be Granted, \$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.
2. Failure to Respond as outlined Herein, \$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.
3. Default by Non Response or Incomplete Response, \$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.
4. Dishonor in Commerce- \$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.
5. Obstruction of Justice-\$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.
6. Unlawful Arrest, Illegal Arrest, or Restraint, or Dstraint, Trespassing/Trespass, without a lawful, correct, and complete 4<sup>th</sup> amendment warrant-\$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.
7. Excessive Bail, Fraudulent Bond, Cruel and Unusual Punishment, Violation of Right to Speedy Trial, Violation of the Right of Freedom of Speech, Conspiracy, Aiding and Abetting, Racketeering, or

Abuse of Authority as per Title 18 U.S.C.A., 241 and 242-\$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.

8. Denial and/or Abuse of Due Process- \$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.

9. Unlawful Detainment, Unlawful Detainer, or False Imprisonment-\$5,000,000.00(five million US Dollars) per Defendant, Per count, per violation, per occurrence, plus 18% annual interest.

10. Unlawful Detention or Incarceration-\$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.

11. Unnecessary Restraint-\$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.

12. Violation of Rights-\$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence.

13. Destruction, Deprivation, Concealment, Defacing, Alteration, or Theft, of Property-\$2,000,000.00(two million US Dollars) per Defendant, Per count, per violation, per occurrence, plus \$200,000.00(two hundred thousand US Dollars) per day penalty until property is restored in full, beginning on the first day after the incident.

14. Kidnapping-\$2,000,000.00(two million US Dollars) per Defendant, per count, per violation, per occurrence.

15. Extortion-\$2,000,000.00(two million US Dollars) per Defendant, per count, per violation, per occurrence.

16. Mailing Threatening Communications-\$2,000,000.00(two million US Dollars) per Defendant, per count, per violation, per occurrence.

17. Peonage-\$2,000,000.00(two million US Dollars) per Defendant, per count, per violation, per occurrence.

18. Paper Terrorism-\$2,000,000.00(two million US Dollars) per Defendant, per count, per violation, per occurrence.

19. Failure to pay Counterclaim in full within (30) Thirty Calendar Days of Default as contained herein. \$1,000,000.00(one million US Dollars) per day, and interest of 1.5% per month compounded daily for the first (30) Thirty Days from the date of default. After (30) Thirty Days beginning on the (31<sup>st</sup>) Thirty First Day after Default, the penalties for Failure to pay will increase by \$5,000,000.00(five million US Dollars) per day for each calendar day that this counterclaim is not paid in full, including interest. After (90) Ninety calendar days of the date of default, the penalties for Failure to Pay Counterclaim will increase by \$10,000,000.00(ten million US Dollars) per calendar day, that the Counterclaim is not paid in full, plus interest as indicated herein.

20. All claims are stated in US Dollars which means that a US Dollar will be defined, for the purposes of this counterclaim as, a One Ounce Silver coin of .999 fine silver, or the equivalent par value as established by law or the exchange rate as set by the US Mint, whichever is the higher amount, for Certified One Ounce Silver Coin(US Silver Dollar) at the time of the first day of default as outlined herein. If the claim is to be paid in Federal Reserve Notes or other certified funds, these funds will only be accepted as Par Value as indicated above.

By: Joseph Brown UCC 1-308 without prejudice  
Joseph Brown

Date: 9/22/14

Witness: [Signature]

Date: 9/22/14

Witness: Jonny L. Kim

Date: 9/22/14



## Jurat

SEP 25 2014

AT BALTIMORE  
CLERK, U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

DEPUTY

Maryland  
Baltimore City

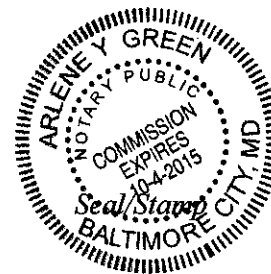
On the 22 day of September 2014 A.D., the above signed personally appeared before me with this Motion to Strike Defendants' Motion to Dismiss Complaint & Memorandum in Support Thereof, Affidavit Of Truth, Opportunity To Cure, Notice Of Default and Counterclaim as proved to me on the basis of satisfactory evidence and identification to be the man whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person or the entity upon behalf of which the person acted, signed under oath or asseveration, and accepts the truth thereof.

Notary Name: Arlene Green

Notary Signature: Arlene Green

Notary County(City) and State: Baltimore MD

My Commission  
Expires: 10-4-2015



## Certificate Of Service

I Certify that the foregoing Motion to Strike Defendants' Motion to Dismiss Complaint & Memorandum in Support Thereof, Affidavit Of Truth, Opportunity To Cure, Notice Of Default and Counterclaim was sent Via Certified Mail Pre Paid US Postage on 23<sup>rd</sup> Sep. to:

All of the DEFENDANTS. Further proof will come in the form of a copy of the Confirmation Receipts after Service.

Respectfully Submitted,

Joseph Brown UCC 1-308 without prejudice  
Joseph Brown  
5907 Saint Regis Road  
Baltimore, MD 21206  
(410) 961-3638  
freedomfirst1st@gmail.com